



# COUNTY of ROCKINGHAM

20 E. Gay Street  
Harrisonburg, VA 22801

## Request for Proposal

**REQUEST FOR PROPOSAL #16-090716-01**

### REVENUE RECOVERY

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

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## 1.0 PURPOSE

The County of Rockingham is seeking proposals from qualified vendors to provide a billing/collection service for the Department of Fire and Rescue.

The County provides fire, pre-hospital emergency medical and specialty services. The proposed Contract is intended to support the operations, functions and activities of the operational and management staff of the County in the initiation, use, analysis and maintenance of patient accounts for the purpose of billing for services. Bills and documentation shall be provided to the patient, responsible party and/or insurance provider.

## 2.0 BACKGROUND

Rockingham County is located in the center of the beautiful Shenandoah Valley of Virginia. Nestled between the Blue Ridge Mountains on the east and the Alleghenies on the west, the County is located along the Interstate 81 corridor and only a two-hour drive to Washington, DC. Rockingham County is the third largest county in Virginia and encompasses the Harrisonburg-Rockingham metropolitan area.

Rockingham County Department of Fire and Rescue is an ever-changing organization with the primary responsibility of protection of life and property from fire and other emergencies within the confines of Rockingham County.

The Department of Fire and Rescue is under the direction of Chief Jeremy Holloway and is a combination system made up of:

- 10 Volunteer Fire Departments
- 7 Volunteer Rescue Squads
- Approx. 432 fire and emergency medical service (EMS) volunteers
- 74 full-time career staff
- 28 part-time staff

## 3.0 SCOPE OF SERVICES

The Contractor shall be responsible for providing and hosting a comprehensive billing and collection system in compliance with all requirements of Medicare, Medicaid, CHAMPUS, other governmental insurance programs and commercial insurance companies (collectively referred to as insurance providers).

Note: If the Contractor wishes to use alternative procedures or methods of service delivery and pricing which would result in more cost effective or otherwise advantageous provision of services, than those set out in this Scope, the Contractor should describe and identify those alternates in the proposal in addition to what has been requested. Any alternate methods of service delivery agreed upon by the Localities shall be detailed in the resulting Contract. Otherwise, all mandatory provisions of this RFP, including this scope, shall govern service delivery and performance by the Contractor.

### 1. Medical Billing and Services

- 1.1 Preparation for Billing. The Contractor shall obtain all approvals and reviews by insurance providers, including government entities, Medicare, Medicaid, Black Lung, and any other insurance companies that require a partnership along with obtaining the

National Provider Identifier (NPI) designation, which are necessary for the purpose of establishing fee amounts. The Contractor shall advise the Localities of any measures, including those relating to arrangements with volunteer service providers, which are necessary prior to initiation of billing, and shall perform all necessary pre-billing functions, including the training described below. In addition to gaining approval the Contractor agrees to mutually sponsor numerous educational sessions, set by the Localities, for community education of the revenue recovery process.

**1.2 Pre-hospital Patient Care Report (PPCR) Processing**

The Contractor shall provide all labor, material and equipment, to gather all essential information for generating and processing all PPCR's relating to transport services. The Contractor shall provide appropriate training, by qualified instructors, including training materials, to ensure that all personnel designated by each of the Localities who are involved in the billing process, have the necessary skills, knowledge and abilities to prepare the PPCR accurately and in compliance with all requirements. The training shall be provided at mutually agreeable times, and on multiple dates, in order to accommodate all staff and volunteers. The Localities will provide facilities and office supplies for the training. All training shall be conducted at a location designated by each of the Localities. The Contractor shall coordinate training dates and times with each of the Localities. The Contractor shall be responsible for providing the Localities with the latest changes and modifications of the PPCR format and requirements, as required by the applicable insurance providers or as mandated by state and federal regulations and for providing training throughout the term of the resulting Contract, for new personnel, for personnel needing retraining, and in the event of changes in requirements, forms or procedures. The Contractor shall have software that is compatible with each localities software program.

**1.3 Proper Patient Care/Medical Necessity Documentation**

The Contractor shall ensure to the greatest extent possible proper documentation of medical care rendered and medical necessity for all PPCR's. The Contractor, no less than quarterly, shall be responsible for providing written reports to the Localities on accuracy and efficiency, shall identify areas where the Localities can improve documentation, and shall make recommendations as to methods of improvement. The Contractor shall also ensure that all patients are provided necessary notices of their rights and responsibilities under applicable laws (e.g., Notice to Beneficiaries with respect to Medicare patients).

**1.4 Verification and Missing Information Follow-up**

The Contractor shall provide all labor, materials and equipment for verification of PPCR information and collection of any field data. The Contractor shall gather missing patient information by, but not limited to; searching the insurance provider's databases for previous patient information if and as permitted; searching the Contractor's billing database; contacting the medical facility; or by direct patient, family member or responsible party contact. When contact is made with the appropriate party, the Contractor shall verify and correct all patient information.

### 1.5 **Data Entry and Claim Submission**

The Contractor is solely responsible for all data entry functions. The Contractor data entry personnel shall perform these functions and shall provide for accessibility by the Localities to the database. Functions performed at the data entry level shall include:

- Automatic demand claims processing with second request filing.
- Validation and editing of all data fields that are applicable to, but not limited to, the following insurance claim forms:
  - Anthem
  - Medicare
  - Medicaid
  - Tri-care
  - CMS forms for all commercial insurance carriers
  - Electronic Claims filing to the following:
    - Blue Cross and Blue Shield
    - Medicare
    - Medicaid
    - Southern Health
    - Other applicable carriers including commercial insurance carriers
  - Electronic Medicare and Medicaid remittance payment posting.

### 1.6 **Customer Service**

The Contractor shall designate trained, properly qualified customer service representatives who shall provide patient account information, at a minimum Monday through Friday 8:30 AM through 5:00 PM prevailing time, excluding all locality holidays. The Contractor shall assure that calls are answered within a reasonable timeframe, consistent with any specific Contract provisions. The Contractor shall provide either a local telephone number or a toll-free telephone number so that customers can contact the Contractor for questions/concerns.

### 1.7 **Privacy; Accounts Receivable and Transaction Posting**

During contract negotiations a mutually agreeable method will be established and will be incorporated in the resulting contract, for receiving and posting payments. Total payments will be provided to the Localities without withholding of the Contractor's fees or expenses. All data entry and posting of payments shall be accomplished by the Contractor. Any judicial process, legal documents, or inquiries other than those from patients or insurers are to be referred to each Locality.

- A. The Contractor, at a minimum, shall maintain the following information in an electronic format for inquiry into patient accounts. The Contractor shall take all actions necessary to provide for secure accessibility to its database, by authorized Locality personnel. The Contractor shall provide electronic media including all raw data and the following information available to the Localities by query:

1. The patient's account receivable report including:
    - User defined data range
    - Beginning and ending accounts receivable balance by summary
    - Charges
    - Payments by responsible parties
    - Adjustments
    - Net total
    - Incident number for received monies per transaction
  2. A revenue analysis report which shall provide current month and YTD collection information for each responsible party.
  3. A payment analysis report by responsible party which details reimbursement history by procedure and/or by patient account.
  4. An insurance follow-up written report by individual carrier for any outstanding and/or pending patient claims.
  5. The Contractor's database shall allow printing of all files in either alphabetic or numeric order.
  6. The Contractor's database shall allow printing of reports by query by designated employees through locality operated personal computers connected to the Contractor's database system.
- B. The Contractor shall be responsible for posting to each patient account, payments, adjustments, refunds/credits and re-submission of insurance provider claims. The Contractor shall be required to correct all patient information when patient information is found to be incorrect. The Contractor shall provide secure electronic access to its database for the Localities' authorized personnel to access the data listed above, and the following patient information:

Patient account inquiry of all data entry, charges for services provider, accounts receivable postings, payments refunds/credits and any account adjustments, including, but not limited to the following:

- Ability to "print" the computer screen displaying patient information
- Ability to "line item" access all patient accounts, account histories, including, but not limited to, payments, refunds/credits, adjustments and re-submissions of provider claims
- Ability to attach incident number of the incident with the monies received on this account.

- C. Printed reports of the information detailed above shall be provided by the Contractor, upon

Localities' request.

**1.8 Rejection Follow-up**

The Contractor shall be responsible for the follow-up on each claim rejected by an insurance provider. The Contractor shall be responsible for contacting insurance providers by telephone, mail or facsimile in order to resolve each rejected claim. The Contractor shall be responsible for furnishing insurance providers to the greatest extent possible with all requested patient information, medical information, and medical documentation including the re-submission of the rejected claim. The Contractor shall prepare and deliver to the Localities a written report for all rejected claims detailing the reason for rejection and shall provide documentation on each claim resubmitted, all on a weekly basis, or as otherwise required by the Localities. This written report shall have reference to the incident numbers of the claims in question.

**1.9 Patient, Commercial, Entitlement Follow-up**

The Contractor shall be responsible for regular follow-up on unpaid patient accounts older than thirty (30) days to ascertain the accuracy and availability of insurance information. The Contractor shall generate and mail a statement of account to patients, responsible parties and/or insurance carriers no later than thirty (30) calendar days after the original date of service. The Contractor shall send a pre-collection notice in accordance with a Locality-approved sample notice, to any patients with accounts unpaid for a period in excess of sixty days. The Contractor shall send a final written notice for collection in accordance with a Locality-approved sample notice, to all patients with accounts unpaid for a period in excess of ninety days. In all cases the Contractor shall be responsible for preparing and mailing all invoices and overdue notices. All notices, invoices and letters must be in a form approved by each Locality and must comply with the provisions of the Fair Debt Collection Act, regulations relating to Medicare and Medicaid and any other applicable laws and regulations. Any collection efforts undertaken by the Contractor must be conducted in compliance with all applicable laws and regulations. The Contractor shall not harass or threaten persons during the collection process and will assure that only reasonable methods are used in the collection process. The Localities may terminate the Contract if the Localities determine that improper collection methods have been used, or that treatment of debtors is inappropriate.

**1.10 Billing Process**

The Contractor shall provide a secure automated electronic billing system. The software system shall be divided into three segments for discussion and clarification: the Front-End Billing, the Middle Billing and the Back-End Billing Process. Descriptions of the processes contained in this RFP do not supercede any regulatory requirements in effect at the time of billing, and shall be modified as necessary, with notice to the Localities, to maintain compliance.



- A. The Contractor shall provide all responsible parties with an automatic or on-demand invoice. Invoice processing shall include four (4) billing cycles. The billing cycle shall include two (2) patient invoices [one {1} at ten working days, one {1} at thirty calendar days from the date of service], one (1) collection/past due letter sent at sixty (60) calendar days after the date of service, and one (1) final notice for collection sent at ninety (90) calendar days after the date of service.
- B. Localities must be able to query all patient accounts by responsible parties, address, patient's social security number and the patient's insurance information. Both the Contractor and Localities shall have the ability to update/correct patient information.
- C. Claims shall be filed with all insurance providers for all emergency transports. The patient will be responsible for amounts not covered by insurance as allowed by applicable law. All patients with insurance will be notified that a claim has been filed. Subsequent bills shall be mailed to the patient advising of the amount paid by insurance and requesting payment of any co-pay, deductible or balance as applicable. Patients without insurance will be billed directly for the total amount due for services rendered. Persons who are tax paying citizens of each Locality will be treated under the Office of Inspector General's Ruling. All others will be treated under a compassionate billing policy.
- D. The Contractor shall describe in its proposal the procedure for handling complaints and inquiries from patients regarding the billing process, and for collection of delinquent accounts. Account settlements shall be negotiated only after authorization from a designated Localities representative. Any requests to write-off or adjust a bill must be forwarded to designated Localities' representative. If a patient indicates they are receiving financial assistance (e.g., aid to dependent children, unemployment compensation), the Contractor shall mail a "Release of Information" form to the patient for signature so that necessary information can be obtained to assist in the indigency determination. Indigence and ability to pay will be determined by the Localities on a case-by-case basis according to pre-established criteria. The Contractor shall not be authorized to write-off or adjust patient accounts. During the pendency of the Localities' determination of inability to pay, no further billing or collection activity shall be pursued.
- E. The Contractor shall make arrangements with the Localities' software vendors for exchange of all data, and shall make data available in either secure electronic or paper form as required by the Localities.

#### 1.11 **Front-End Billing Process**

The Localities will provide to the Contractor completed PPCR's with all available medical documentation and patient information at the time of patient care or as soon as possible thereafter. The completed copy of the PPCR will be delivered to the Contractor electronically, by paper, or as determined necessary by the Localities. The Contractor

shall be responsible for all pre-billing review, verification for proper documentation, insurance information, appropriate patient signatures and data entry from the PPCR. The Contractor-provided collection and billing software system shall provide any of the aforementioned items that are missing, if available in the database. The Contractor shall remain responsible and is required to perform all required research and incorporate all required information into the PPCR to the greatest extent possible. The Contractor shall provide the required information from the PPCR to the appropriate parties in both electronic and printed media as required.

#### **1.12 Middle Billing Process**

The Contractor shall receive and keep on file an Explanation of Benefits (EOB) and all documents associated with the billing process. This includes documentation of all insurance providers. The Contractor shall immediately post payments to the appropriate patient accounts, updating insurance information on individual patient accounts, insurance claim processing and general patient account notations. The Contractor shall respond to all inquiries and resolve responsible party denials and rejections. The Contractor shall contact the appropriate responsible party for the resolution, correction and re-submission of any patient billing. If the bill can be handled verbally, the billing record shall be amended and the bill submitted for payment to the responsible party. If the responsible party requires re-submission of the billing, the Contractor shall amend the billing information and resubmit the billing to the appropriate responsible party for processing. In the event the billing is denied for any reason, except failure to bill in a timely fashion, the bill will become the financial responsibility of the patient or responsible party and billed accordingly. If failure to bill in a timely manner is caused by the Contractor, and causes a claim to be rejected by an insurance provider, the Contractor shall pay the amount of the bill and any administrative costs resulting from the patient's account. The Contractor shall be responsible for all responsible party mail and correspondence returned or rejected by the postal services. The Contractor shall research, correct, and resubmit all mail and correspondence to the proper responsible party in the event of returned or rejected mailings. The Contractor shall also provide all required office supplies and postage.

#### **1.13 Back-End Billing Process**

The Contractor shall be responsible for mailing all written notices to the responsible parties in accordance with the procedures and requirements set forth above. The Contractor shall contact the responsible parties at minimum intervals of thirty (30), sixty (60) and ninety (90) calendar days after the date of provision of services. The Contractor shall provide reports to the Localities, of all accounts remaining unpaid sorted by length of delinquency, upon request. The Localities will review all delinquencies and determine which billings will be the subject of further collection action. The Contractor shall provide all information required by the Localities for collection, including responsible party information, and shall cooperate with the Localities as necessary in the collection process.

The Contractor should administer, in coordination with the Localities, if applicable, a subscription program being offered to the public to the extent necessary to integrate the subscription program with the Contractor's comprehensive billing and collection

system. The contract should also assist in the development of collection policies and procedures.

Each Contractor must submit a fee with their proposal with the Contractor's fee as a percentage of funds collected for administrating the subscription program.

#### **1.14 Patient Refunds**

The Contractor shall prepare and deliver to the Localities a report of all billings which reflect an overpayment, at intervals prescribed by the Localities. During the contract negotiations a mutually agreeable method will be established and will be incorporated into the resulting contract, for processing refunds. The Contractor shall not knowingly bill parties for an amount they are not legally obligated to pay.

### **2.0 Statistical Reporting**

The Contractor shall provide secure access to statistical reports by methods prescribed by the Localities. The Contractor shall provide the Localities access to the Contractor's billing information system at a minimum of Monday through Friday, 8:00 AM through 6:00 PM prevailing local time. The statistical reports shall include raw data and the following:

- Incidents by type of call
- Incidents by chief complaint
- Incidents by response unit
- Incidents by planning district
- Incidents by zip code
- Total incidents by city and state of residence
- Response by age group
- Response by day of the week
- Response by transport type
- Response by level of care
- Response by pulse on arrival at a destination
- Cardiac arrest resuscitation
- Average en-route time by response unit
- Average time on a scene by response unit
- Mutual aid responses by the agencies to other localities
- Number of responses
- Average en-route time
- Average arrival time
- Average on scene time
- Average committed time
- Average time at hospital
- By technician, procedures IV attempts and failures
- By technician, drugs administered
- By technician, procedures performed, attempts and starts
- Specialized (CUSTOM) reports upon request in a timely fashion
- Complete responsible party billing information

### **3.0 Contractor's Fees-Fixed Percentages Rate of Services**

All Offerors, as part of their Proposal, will specify a fixed percentage rate of revenues received by the Localities as a direct result of the Contractor's services for the purpose of determining the Contractor's fees. The fee will be paid on a monthly basis and will be based on all net sums (gross receipts less refunds) received from all responsible parties and insurance providers that are forwarded to the Localities for deposit. Accounts turned over to the Localities for additional collection efforts as deemed appropriate will not be included in determining the Contractor's fee.

## **4.0 PROPOSAL PREPARATION & SUBMISSION**

Proposal shall address the items included in the Scope of Services and the Criteria for Proposal Evaluation. Proposals shall be as thorough and detailed as possible so that the County may properly evaluate capabilities to provide the required services. Please include one original and three copies of the response. Offerors are required to submit the following items as a complete proposal:

1. The return of this complete RFP signed and filled out as required (see 10.0 Signature Sheet).
2. A written narrative statement to include:
  - a. Company Profile
  - b. Experience in providing the services and goods described herein
  - c. Names, qualifications and experience of personnel to be assigned to the project
  - d. Responses to address each item in the scope of services
  - e. Recommendations regarding the specific implementation of the services to be provided
  - f. References
  - g. Cost of Services

Initial proposals shall be submitted in a sealed envelope, clearly marked "RFP #16-090716-01 – Revenue Recovery Services" no later than 2:00p.m., local time, September 26, 2016 to:

Finance Department  
Attention: Trish Davidson  
20 East Gay Street  
Harrisonburg, VA 22802

## **5.0 EVALUATION CRITERIA**

Proposals shall be evaluated using the following criteria:

1. Experience in providing the services and goods described herein. 35%
2. The scope of services that can be provided. 35%
3. Approach and methodology and understanding of the service provider including quality assurance processes in place or proposed to ensure that complete, comprehensive and accurate services and reports are provided to the County. 15%
4. Cost/fees. 15%

## **6.0 AWARD CRITERIA**

The County will engage in individual discussions with offerors which the County deems most qualified and capable as indicated by scoring of the Evaluation Criteria. Repetitive informal interviews shall be permissible. Offerors may be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project. The County may discuss non-binding estimates of cost for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors.

On the basis of the Evaluation Criteria and all information developed in the RFP process, it is expected that the Board of Supervisors will select one (1) firm and direct County staff to negotiate a contract satisfactory and advantageous to the County at a price considered fair and responsible, and an award made to that firm. Otherwise, negotiations with the firm ranked first shall be formally terminated and negotiations conducted with the firm ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

The Board of Supervisors reserves the right to reject any and all proposals, and to accept proposals that are in the best interests of the County.

## **7.0 REPORTING AND DELIVERY INSTRUCTIONS**

Initial proposals shall be submitted in a sealed envelope, clearly marked "RFP #16-090716-01 – Revenue Recovery" no later than 2:00p.m., local time, September 26, 2016 to:

Finance Department  
Attention: Trish Davidson  
20 East Gay Street  
Harrisonburg, VA 22802

It is the responsibility of the offeror to ensure that their proposal reaches the appropriate office prior to the date and time of closing.

## **8.0 GENERAL TERMS AND CONDITIONS**

### **8.1 APPLICABLE LAWS**

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the County. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

### **8.2 ANTI-DISCRIMINATION**

By submitting their proposals, offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginia Fairness for Americans With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization

shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, Religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be Subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

### **8.3 ETHICS IN PUBLIC CONTRACTING**

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each offeror attests that her/his agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the offeror, or themselves, to obtain information that would give the offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the offeror, or itself, to gain any favoritism in the award of this Request for Proposal.

## **8.4 IMMIGRATION REFORM AND CONTROL ACT OF 1986**

By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

## **8.5 ANTITRUST**

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Rockingham all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and Rockingham County , relating to the particular goods or services purchased or acquired by Rockingham under said contract.

## **8.6 CLARIFICATION OF TERMS**

If any prospective offeror has questions about any specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

## **8.7 PAYMENT**

### **8.7.1 TO PRIME CONTRACTOR**

1. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
5. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in

full is contingent on a determination of reasonableness with respect to all invoiced charges.

Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

## **8.8 QUALIFICATIONS OF OFFERORS**

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities.

The County further reserves the right to reject any proposal) if the evidence submitted by, or investigations of, such offeror fails to satisfy the County that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein

## **8.9 TESTING AND INSPECTION**

The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

## **8.10 CHANGES TO THE CONTRACT**

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or



- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records and/or to determine the correct number of units independently.

### 8.11 DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

### 8.12 TAXES

Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by Rockingham County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal. The County's excise tax exemption registration number is 54-6001528.

### 8.13 INSURANCE

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia.

The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

#### MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Rockingham County must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

#### **8.14 DRUG FREE WORKPLACE**

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

#### **8.15 NONDISCRIMINATION OF CONTRACTORS:**

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the

#### **8.16 AUDIT**

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by Rockingham County, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

#### **8.17 NON-APPROPRIATION**

Funding for any Agreement between the County and a Selected Firm (s) is dependent at all times upon the appropriation of funds by the County Board of Supervisors. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated by the County effective the last day for which appropriated funding is available.

#### **8.18 COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES**

It is the intent of this RFP and any resulting Agreement to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations may access the Agreement if authorized by the Selected Firm(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm(s), the Agreement may be extended to the entities indicated above to purchase goods and services in accordance with the Agreement. As a separate contractual relationship, the participating entity will place its own orders with the Selected Firm(s) and will fully and independently administer its use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the County. No modification of the Agreement or execution of a separate agreement is required to participate; however, the participating entity and the Selected Firm(s) may modify the terms and conditions of the Agreement to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Selected Firm(s). It is understood and agreed that the County is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

Use of the Agreement does not preclude any participating entity from using other agreements or competitive processes as needed.

## **8.19 CONTRACT DOCUMENTS**

1. The contract entered into by the parties shall consist of the Request for Proposal, the proposal submitted by the vendor; General Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents.
2. All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.
3. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

## **8.20 LAWS AND REGULATIONS**

1. The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
2. This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to labor unions and the "right to work." The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth of Virginia, who perform any work related to the project shall comply with all of the said provisions.
3. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work

for inspection without first obtaining a search warrant from the court.

4. All proposals submitted shall have included in their price the cost of any business and professional licenses, permits, or fees required by Rockingham County or the Commonwealth of Virginia.

## **8.21 PREPARATION AND SUBMISSION OF PROPOSALS**

Proposals must give the full business address of the offeror and be signed by him/her with his/her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the proposal of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

## **8.22 WITHDRAWAL OR MODIFICATION OF PROPOSALS**

Proposals may be withdrawn or modified by written notice received from offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

## **8.23 RECEIPT AND OPENING OF PROPOSALS**

1. It is the responsibility of the offeror to assure that his/her proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered.
2. The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of proposals received.

## **8.24 PROPRIETARY INFORMATION**

Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted by a bidder, Bidder, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

## **8.25 BID ACCEPTANCE PERIOD**

Any bid in response to this solicitation shall be valid for ( 60 ) days. At the end of the (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

## **8.26 TERMINATION BY OWNER FOR CONVENIENCE**

1. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:
2. All amounts then otherwise due under the terms of this contract,
3. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
4. Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing owner shall have no further obligations to the contractor of any nature.
5. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds

## **8.27 TRAINING, OPERATION, AND MAINTENANCE OF EQUIPMENT**

1. The contractor, in conjunction with his subcontractors and suppliers, shall provide the owner's operations and maintenance personnel with instruction and training in the proper operation and maintenance of the equipment and related controls provided or altered in the work.
2. The contractor shall provide the owner with a minimum of two (2) copies of operating, maintenance and parts manuals for all equipment provided in the project. Further specific requirements may be indicated in the specifications.

# **9.0 SPECIAL TERMS AND CONDITIONS**

## **9.1 AWARD OF CONTRACT**

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal is not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D).

Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

## **9.2 WORKSITE DAMAGES**

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the contractor's expense.

## 10.0 SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorizing to sign this bid for the bidder.

To receive consideration for award, this signature sheet must be returned to the Finance Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet please indicate which ones on an attached page.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Type and Print): \_\_\_\_\_

Official Title: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone Number: \_\_\_\_\_